

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

RICK FRIEDMAN,

Plaintiff

v.

BLACK ENTERTAINMENT
TELEVISION, LLC,

Defendant

**COMPLAINT AND
DEMAND FOR TRIAL BY JURY**

This Action is brought under the Copyright Act of the United States as amended, 17 U.S.C. §§ 101 et seq., to redress the infringement of copyrighted photographs taken by a professional photographer, and for breach of contract. Jurisdiction is conferred on this Court under Count I pursuant to 28 U.S.C. §1338(a). Supplemental jurisdiction is conferred on this Court under Count II pursuant to 28 USC § 1367(a). Proper venue exists against the Defendant under 28 U.S.C. §1400(a).

1. Plaintiff, RICK FRIEDMAN (“Friedman”), is an individual who resides at 138 West Canton Street, Boston, Suffolk County, Commonwealth of Massachusetts.

2. Defendant, BLACK ENTERTAINMENT TELEVISION, LLC (“BET”) is a corporation duly organized by law, having its principal place of business at 1235 W Street, NE, Washington, DC.

Count I
(Copyright Infringement)

3. Friedman is a professional photographer and the author of numerous photographs (hereinafter referred to as the “Photographs”) that were taken at the request of BET on Martha’s Vineyard, Massachusetts. Friedman owns and continues to own all rights in and to the Photographs including the copyrights thereto. The Photographs were registered with the U.S. Copyright Office under Copyright Registration Number VAu 1-081-240. A copy of the Certificate of Registration is attached hereto as “Exhibit A” and is incorporated herein by reference.

4. Copies of all of the Photographs were supplied to BET on the condition that BET pay Friedman for his services as a professional photographer as well as pay a licensing fee for the use of the Photographs. BET used, distributed and published the Photographs but has failed and refused to pay Friedman for his services or the requisite licensing fee.

5. As a result of BET’s actions, Friedman’s copyrights to the Photographs have been infringed for which Friedman is entitled to his damages.

Count II
(Breach of Contract)

6. Friedman is a professional photographer and the author of numerous photographs (hereinafter referred to as the “Photographs”) that were taken at the request of BET on Martha’s Vineyard, Massachusetts.

7. The Photographs were supplied to BET with an invoice for \$2,953.23, on the condition that full payment for Friedman’s services as a professional photographer as well as for the use of the Photographs must be received by Friedman prior to publication.

A copy of the invoice is attached hereto as "Exhibit B" and is incorporated herein by reference.

8. The Invoice further provides that "any use prior to payment shall be considered an unauthorized use." The invoice also provides that if BET used the Photographs prior to receipt of payment by Friedman, Friedman was entitled to payment of three times his fee plus an administrative fee of \$35 and late fees of 2% per month.

9. BET has failed and refused to pay Friedman for the photographs and as a result of which Friedman is entitled to damages equal to three times his invoice (\$2,953.23) in the amount of \$8,859.69, plus the \$35 administrative fee, late fees of 2% per month and legal fees and costs.

WHEREFORE, Plaintiff, RICK FRIEDMAN, demands judgment against the Defendant, BLACK ENTERTAINMENT TELEVISION, LLC, as follows:

- a) That under Count I, Defendant be required to deliver up for impoundment all copies of the Photographs in all forms whatsoever, which are in Defendant's possession or under its control, including all copies in all versions and media including film, and copies in magnetic, electronic and digital formats;
- b) That under Count I, Defendant be required to pay Plaintiff such actual damages as Plaintiff has sustained in consequence of Defendant's infringement of Plaintiff's copyrights to the Photographs and to account for all gains, profits and advantages derived by Defendant from its use and the infringement of Plaintiff's copyrighted Photographs;
- c) In lieu of Plaintiff's actual damages and Defendant's profits under Count I, that Defendant be required to pay to Plaintiff such Statutory Damages as to the

Court shall appear just within the provisions of the Copyright Act in a sum not less than \$750 nor more than \$30,000 per Photograph, or if the Court finds that the infringements were committed willfully, such statutory damages as to the Court shall appear just within the provisions of the Copyright Act in a sum up to and including \$150,000 per Photograph;

d) In lieu of damages under Count I, that Defendant be required to pay Plaintiff under Count II, damages equal to three times his invoice (\$2,953.23) in the amount of \$8,859.69, plus a \$35 administrative fee, and late fees of 2% per month from September 9, 2009.

e) That under both Counts I and II, Defendant pay to Plaintiff his costs together with reasonable attorney's fees in an amount to be determined by the Court;

f) That Plaintiff have such other and further relief as is deemed to be just and proper.

PLAINTIFF CLAIMS TRIAL BY JURY

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